



NO 7029/US/NP

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Ying ZHENG et al.

Confirmation No.

Application No.:

Group Art Unit:

Filing Date: September 11, 2003

~~Examiner:~~

For: STABILIZER-FREE STABILIZED COFFEE
AROMA

Attorney Docket No.: 88265-7029

**POWER OF ATTORNEY BY ASSIGNEE
AND EXCLUSION OF INVENTOR(S) UNDER 37 C.F.R. 3.71**

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Sir:

The undersigned assignee of the entire interest in the above-identified subject application hereby appoints Allan A. Fanucci (Reg. No. 30,256) and Daniel J. Hulseberg (Reg. No. 36,554) of WINSTON & STRAWN (Customer No. 28765) to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith.

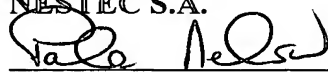
Please direct all correspondence for this application to Customer No. 28765 to the attention of Allan A. Fanucci (telephone 212-294-3311, facsimile 212-294-4700).

An assignment of the entire interest in the above-identified subject application is submitted herewith for recording and a copy is attached. The undersigned has reviewed this assignment and, to the best of his knowledge, title is in the assignee seeking to take action in this application and that he is empowered to act on its behalf.

ASSIGNEE:

NESTEC S.A.

Signature:



Date of Signature:

23. 02. 04

Typed Name:

Paula Nelson

Position/Title:

Authorised Signatory

Address:

Avenue Nestlé 55

1800 Vevey

Switzerland

ASSIGNMENT

WHEREAS, WE,

Ying ZHENG, a citizen of China, residing at
6102 Northcliff Blvd., Dublin Ohio 43016;

Christian MILO, a citizen of Germany, residing at
Chemin des Croisettes 6, CH-1066 Epalinges, Switzerland;

Pu-Sheng CHENG, a citizen of Taiwan, residing at
6305 Ross Bend, Dublin, Ohio 43016

Rachid RAHMANI, a citizen of The United States of America,
residing at 17886 Woodview Drive, Marysville, Ohio 43040; and

Wenjie HU, a citizen of China, residing at 515 Three Oaks Drive,
Marysville, Ohio 43040,

ASSIGNORS, are the inventors of the invention in STABILIZER-FREE STABILIZED COFFEE AROMA for which we have executed an application for a Patent of the United States

- ☒ which is identified by docket No. 88265-7029
- ☒ which was filed on September 26, 2003 as Application No. 10/670,239;

and WHEREAS, NESTEC S.A., having a place of business at Avenue Nestle 55, CH-1800 Vevey, Switzerland, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application in the United States;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all Patents of the United States which may be granted thereon and all reissues and extensions thereof;

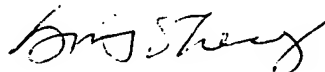
AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, as appropriate, or its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE or, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 2-18-, 2004

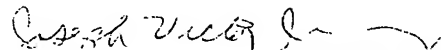


Ying ZHENG

State of Ohio)
County of Colum) SS:

On February 18, 2004, before me, Joseph Victor Jimenez, Notary Public, appeared **Ying ZHENG**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Date 02/18, 2004



Notary Public



JOSEPH VICTOR JIMENEZ
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Date _____, 2004

Christian MILO

On _____, 2004, before me, _____, Notary, appeared **Christian MILO**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Date _____, 2004

Notary Public

Date Feb 18, 2004

State of Ohio)
County of Union) SS:

Pu-Sheng CHENG
Pu-Sheng CHENG

On February 18, 2004, before me, Joseph Victor Jimenez, Notary Public, appeared **Pu-Sheng CHENG**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Date 02/18, 2004



JOSEPH VICTOR JIMENEZ
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Joseph Victor Jimenez
Notary Public

Date Feb. 18, 2004

State of Ohio)
County of Union) SS:

Rachid RAHMANI
Rachid RAHMANI

On February 18, 2002, before me, Joseph Victor Jimenez, Notary Public, appeared **Rachid RAHMANI**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Date 02/18, 2004



JOSEPH VICTOR JIMENEZ
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Joseph Victor Jimenez
Notary Public

Date _____, 2004

State of _____)
County of _____) SS:

Wenjie HU
Wenjie HU

On _____, 2004, before me, _____, Notary Public, appeared **Wenjie HU**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Date _____, 2004

Notary Public

ASSIGNMENT

WHEREAS, WE,

Ying ZHENG, a citizen of China, residing at
6102 Northcliff Blvd., Dublin Ohio 43016;

Christian MILO, a citizen of Germany, residing at
Chemin des Croisettes 6, CH-1066 Epalinges, Switzerland;

Pu-Sheng CHENG, a citizen of Taiwan, residing at
6305 Ross Bend, Dublin, Ohio 43016

Rachid RAHMANI, a citizen of The United States of America,
residing at 17886 Woodview Drive, Marysville, Ohio 43040; and

Wenjie HU, a citizen of China, residing at 515 Three Oaks Drive,
Marysville, Ohio 43040,

ASSIGNORS, are the inventors of the invention in STABILIZER-FREE STABILIZED COFFEE AROMA for which we have executed an application for a Patent of the United States

- ☒ which is identified by docket No. 88265-7029
- ☒ which was filed on September 26, 2003 as Application No. 10/670,239;

and WHEREAS, NESTEC S.A., having a place of business at Avenue Nestle 55, CH-1800 Vevey, Switzerland, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application in the United States;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all Patents of the United States which may be granted thereon and all reissues and extensions thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, as appropriate, or its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE or, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date _____, 2004

State of _____)
County of _____) SS:

Ying ZHENG

On _____, 2004, before me, _____, Notary Public, appeared **Ying ZHENG**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Date _____, 2004

Notary Public

Date 03 - 03, 2004

Christian MILO

Christian MILO

On _____, 2004, before me, _____, Notary, appeared **Christian MILO**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Date _____, 2004

Notary Public

Date _____, 2004

State of _____)
County of _____) SS:

Pu-Sheng CHENG

On _____, 2004, before me, _____, Notary Public, appeared **Pu-Sheng CHENG**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Date _____, 2004

Notary Public

Date _____, 2002

State of _____)
County of _____) SS:

Rachid RAHMANI

On _____, 2002, before me, _____, Notary Public, appeared **Rachid RAHMANI**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Date _____, 2002

Notary Public

Date _____, 2004

State of _____)
County of _____) SS:

Wenjie HU

On _____, 2004, before me, _____, Notary Public, appeared **Wenjie HU**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Date _____, 2004

Notary Public



ASSIGNMENT

WHEREAS, WE,

Ying ZHENG, a citizen of China, residing at
6102 Northcliff Blvd., Dublin Ohio 43016;

Christian MILO, a citizen of Germany, residing at
Chemin des Croisettes 6, CH-1066 Epalinges, Switzerland;

Pu-Sheng CHENG, a citizen of Taiwan, residing at
6305 Ross Bend, Dublin, Ohio 43016

Rachid RAHMANI, a citizen of The United States of America,
residing at 17886 Woodview Drive, Marysville, Ohio 43040; and

Wenjie HU, a citizen of China, residing at 515 Three Oaks Drive,
Marysville, Ohio 43040,

ASSIGNORS, are the inventors of the invention in STABILIZER-FREE STABILIZED COFFEE AROMA for which we have executed an application for a Patent of the United States

- ☒ which is identified by docket No. 88265-7029
- ☒ which was filed on September 26, 2003 as Application No. 10/670,239;

and WHEREAS, NESTEC S.A., having a place of business at Avenue Nestle 55, CH-1800 Vevey, Switzerland, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application in the United States;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all Patents of the United States which may be granted thereon and all reissues and extensions thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, as appropriate, or its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE or, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date _____, 2004

Ying ZHENG

State of _____)
County of _____) SS:

On _____, 2004, before me, _____, Notary Public, appeared **Ying ZHENG**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Date _____, 2004

Notary Public

Date _____, 2004

Christian MILO

On _____, 2004, before me, _____, Notary, appeared **Christian MILO**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Date _____, 2004

Notary Public

Date _____, 2004

State of _____)
County of _____) SS:

Pu-Sheng CHENG

On _____, 2004, before me, _____, Notary Public, appeared **Pu-Sheng CHENG**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Date _____, 2004

Notary Public

Date _____, 2002

State of _____)
County of _____) SS:

Rachid RAHMANI

On _____, 2002, before me, _____, Notary Public, appeared **Rachid RAHMANI**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Date _____, 2002

Notary Public

Date Feb. 23rd, 2004

State of Massachusetts
County of Middlesex) SS:

Wenjie HU
Wenjie HU

On February 23, 2004, before me, Notary A. Bolton, Notary Public, appeared **Wenjie HU**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Date February 23, 2004

Notary A. Bolton
My Commission Notary Public
Expires: 2/19/07